

# CITY OF MADISON, ALABAMA

## REQUEST FOR PROPOSALS

RFP NO.-03-10

### LANDSCAPING SERVICES

#### [ADDENDUM No. 2](#)



**Mandatory Pre-Proposal Conference: Wednesday, August 4, 2010, 11:00 a.m. CST**  
Conference Room 130

**Opening of Proposals: Wednesday, September 1, 2010 at 11:00 a.m. CST**  
Conference Room 130

100 Hughes Road  
Madison, Alabama 35758  
(256) 772-5600  
(256) 772-5649

[www.madisonal.gov](http://www.madisonal.gov)

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**SECTION 1.0**  
**NOTICE**  
**REQUEST FOR PROPOSALS**  
**RFP NO.-03-10**  
**ADDENDUM No. 2**

1.1 **NOTICE**

Notice is hereby given that the Finance Department (Purchasing Division) of the City of Madison, Alabama, is soliciting proposals, on a firm-fixed price basis, from qualified vendors to provide professional **Landscaping Services** on municipal property to include Neighborhood Parks, Right-of-Ways, Medians and Islands, Municipal Buildings (City Hall, Library, Fire Station #1, Fire Station #3 and Public Works Building) and Cemeteries.

1.2 **OBJECTIVE**

- (1) Enhance the beautification of public property
- (2) Ensure proper, timely and professional maintenance

1.3 **MANDATORY PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference scheduled for **11:00 a.m. Central Standard Time, Wednesday, August 4, 2010**, at 100 Hughes Road, Madison, Alabama 35758, in Conference Room 130. The City reserves the right to waive this mandatory attendance requirement.

Copies of the proposal will be mailed or they may be obtained in the office of the Purchasing Division or download from the website at [www.madisonal.gov](http://www.madisonal.gov) drop down to Bids and RFP's. The City will return ALL late bids to Bidders unopened.

**ATTENTION TO BIDDERS:** Revised copies of the drawings will be distributed at the Pre-Proposal Conference on August 4, 2010.

1.4 **SUBMITTAL DEADLINE AND PROPOSAL OPENING**

Proposers must submit their proposals to the City of Madison, Finance Department, 100 Hughes Road, Madison 35758 in a sealed enveloped and clearly labeled "**LANDSCAPING SERVICES, RFP NO.-03-10**" by **11:00 a.m. Central Standard Time, on Wednesday, September 1, 2010**. At this time, the City will open the proposals and announce only the names of the Proposers. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications considered unless specified.

It is the responsibility of the Vendors to allow sufficient time for receipt of the proposals by the Finance Department before the Submittal Deadline. The City will return late proposals to the Proposers unopened. Submittal deadlines for submission of bids may be adjusted to allow for revisions.

1.5 **PROPOSAL SECURITY BOND**

A Proposal Security Bond must accompany your proposal response in the form of a firm commitment such as an original Bid Bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. This bond must be for **\$100.00 FOR EACH AREA PROPOSED**. (Example, if you proposing on Area A and Area B, your proposal bond would be **\$200.00**.) The proposal security bond is a guaranty that the Proposer, if awarded the contract, will promptly execute the contract in accordance with and in the manner and form required by this Request for Proposal document. The Proposal Security Bond forfeited to the City of Madison as liquidated damages if the successful Proposer fails or neglects to furnish, execute, and deliver the contract in accordance with Instructions to Proposers.

1.6 CONTACT INFORMATION

Address all questions and inquires concerning this Request for Proposals to [marilyni.story@madisonal.gov](mailto:marilyni.story@madisonal.gov) in the Finance Department, 100 Hughes Road, Madison, Alabama, telephone number 256-772-5667, fax number 256-772-5649 or you may access the City's webpage at [www.madisonal.gov](http://www.madisonal.gov) for additional information. All questions must be received seven (7) days prior to the opening date. Questions received after the deadline will not be answered.

**SECTION 2.0**  
**GENERAL INSTRUCTIONS**  
**RFP NO.-03-10**  
**ADDENDUM No. 2**

Hereinafter, the City of Madison referred to as the City and the Proposer referred to as the Vendor and/or Proposer.

While the City made every effort to ensure the accuracy and completeness of the information in this Request for Proposals (RFP), the City recognizes the information has not exhausted every detail and not all services expressly mentioned in the requirements of the RFP. It is the responsibility of the Vendor to include in his or her proposal all requirements necessary to provide the **Landscaping Services** in accordance with the objectives of the City.

**2.1 ACCEPTANCE PERIOD**

Unless otherwise specified herein, proposals are firm for a period of 90 days.

**2.2 ADDENDA, ACKNOWLEDGMENT**

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to acknowledge may result in rejection of proposal as not responsive.

**2.3 AUTHORIZED SIGNATURES**

Every proposal must be signed by the person or persons legally authorized to bind the Vendor to a contract for the execution of the services. Upon request of the City, any agent submitting a proposal on behalf of a Vendor shall provide a current power of attorney certifying the agent's authority to bind the Vendor. If an individual makes the proposal, his or her name, signature, and address must show. If a firm or partnership makes the proposal, the name and address of the firm or partnership and the signature of at least one of the general partners must show. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation chartered the name and address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

**2.4 AVAILABILITY OF FUNDS**

All contracts solicited with the intention of awarding a contract. Any awards and actual contract execution by the City of Madison, Alabama, is contingent upon availability of appropriate funds. In the event that funding is not available at the time of award and/or execution of the contract, the City reserves the right to cancel the request for proposals.

**2.5 AWARD OF PROPOSAL**

The City will make an award to the Vendor offering the most advantageous proposal after consideration of all Evaluation Criteria set forth in this document. The criteria not listed in any order of preferences. The City will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will apply to the criteria depending upon order of importance. The City will not release the weight factors and evaluation scores until after award of proposal. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the City after evaluation of all factors.

## 2.6 AWARD EVALUATION CRITERIA

Listed below are Evaluation Criteria the City will use to evaluate proposals:

- a. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation
- b. Number of years of experience the Vendor has in this type of business and with accounts of this size
- c. Demonstrated competence
- d. Experience in performance of comparable services
- e. Reasonable fixed price
- f. Conformance with the terms of this Request for Proposal

The evaluation committee may also contact and evaluate the Vendor to clarify any response; contact current users of the Vendor's services; solicit information from available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make a recommendation for award in the best interest of the City.

At the City's sole option, the evaluation committee may conduct discussions with responsible Vendors who submitted proposals determined to be reasonably susceptible for an award. Discussions may be for the purpose of clarifications to assure full understanding of, and responsiveness to, the solicitation requirements. The City will afford Vendors fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. The City may permit revisions after submission and before award for obtaining the best and final proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Vendors.

The City will provide a Notification of Intent of Award to any Vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Vendors unless an agreement reached. If contract negotiations cannot conclude successfully, the City may negotiate a contract with the next highest scoring Vendor or withdraw the Request for Proposals.

## 2.7 AWARD SELECTION PROCESS

Selection of qualified Vendors based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; references; and reasonableness of cost. The City may ask additional questions of Vendors and conduct interviews. The City will notify the Vendors of any additional required information or interviews after evaluation of the written proposals.

Interviews may, at the City's sole option, be held with five (5) of the most qualified respondents. The City Council will consider for award and approval of contract based on the recommended proposals. The Vendor selected will enter into a contract with the City.

## 2.8 CANCELLATION OF SOLICITATION

The City may cancel this solicitation at any time.

## 2.9 COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, local and other laws relative thereto.

## 2.10 CONTRACT DOCUMENTS, EXAMINATION OF

It is the responsibility of the Vendor to carefully and thoroughly examine and be familiar with legal and procedural documents, all forms and addenda (if any), hereinafter referred to as Contract



Documents. Vendor shall satisfy himself or herself as to the character, quantity, and quality of the services to be in the Contract Documents. The failure to or neglect of the Vendor to examine the Contract Documents shall in no way relieve him or her from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Vendor has thoroughly examined and is familiar with the contract documents. The failure to or neglect of a Vendor to receive or examine any of the contract documents shall in no way relieve him or her from any obligations with respect to the Proposal. No claim allowed for additional compensation based upon a lack of knowledge of any solicitation document.

## 2.11 DEFINITIONS

Contract – The agreement between the City and the successful Vendor who submits a proposal accepted by the City.

Contract Administrator – The duly authorized representative of the City for the RFP

Contractor – The person or firm the City makes and award.

Evaluation Committee – An independent committee established by the City to review, evaluate, and score the proposals, and to recommend award to the Vendor, which submitted the proposal determined by the committee to be in the best interest of the City.

May – Indicates something that is not mandatory but permissible.

Must/Shall – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement is non-responsive and the City will not consider it for award.

Proposer – The person or firm making the offer

Proposal – The offer presented by the Proposer.

RFP – Acronym for Request for Proposals.

Should – Indicates something that recommended but not mandatory; Failure to do what “should” be done will result in rejection of your proposal.

Submittal Deadline – The date and time on or before Vendors must submit all proposals. Submittal deadlines for submission of bids may be adjusted to allow for revisions.

Successful Proposer/Vendor – The person, contractor, or firm the City makes an award.

Vendor – The person or firm submitting the proposal; same as Proposer

## 2.12 DISQUALIFICATION OF PROPOSER

If there is reason to believe that collusion exists among the Vendors, the City may refuse to consider proposals from participants in such collusion. No persons, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same services unless alternated proposals requested by the City. Vendors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

2.13 DOCUMENTS TO BE RETURNED WITH PROPOSAL

Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The Proposer must return documents by the Submittal Deadline outlined in the Special Notice to Proposers (Section 10.4).

2.14 EXECUTION OF CONTRACT

Time is of the essence for this contract. The successful proposer shall execute the contract, including but not limited to signing and submitting all necessary documents within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice deposited in the United States mail. One copy of the contract returned to the successful vendor after the City executes the contract. In case of failure of the successful vendor become the property of the City of Madison.

2.15 EXPERIENCE AND COMPETENCY

The successful proposer shall be professionally skilled and regularly engaged in the general class or type of services called for under the contract. The successful proposer shall also have no less than five (5) years' experience in the magnitude and character of service proposal. Each proposer shall set forth his or her experience on the form entitled Experience Statement (Section 15.0) and submit it with his or her proposal. It is the intention of the City to award a contract to a Vendor who furnishes satisfactory evidence that he/she has the requisite experience, ability, and facilities to enable him or her to execute the services successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility credited to the Vendor, the City of Madison will weight any evidence that the Vendor has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible proposer, consideration given to the general competency of the proposer for the performance of the work specified in the contract documents.

2.16 FIRM PRICE PERIOD

Vendor's offer shall remain open and firm for a period of not less than 90 calendar days from the Submittal Deadline.

2.17 FORMATION OF CONTRACT

Vendor's signed proposal and City's written acceptance shall constitute a binding contract.

2.18 GENERAL REQUIREMENTS

This RFP describes the requirements of the City of Madison for professional landscaping services.

2.19 IMPLIED REQUIREMENTS

It is the Vendor's responsibility to notify the City of Madison, Finance Department, within a minimum of seven (7) days of the opening of any services not specifically mentioned in the Scope of Services but necessary to provide the functional capabilities of the contract.

2.20 INDEPENDENT VENDOR

Proposer covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. The Vendor covenants, in the performance of this contract, shall not employ a person with such an interest. Vendor certifies that to the best of his or her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City

## 2.21 INFORMED PROPOSER

Proposers expected to inform themselves as to the conditions and requirements of this RFP before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

## 2.22 INK OR TYPEWRITTEN

All information, prices, notations, signatures, and corrections must be in ink or typewritten. Vendors may cross out mistakes and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

## 2.23 INTERPRETATION OF CONTRACT DOCUMENTS

If any person is in doubt as to the true meaning of any part of the scope of services or other contract documents, or finds discrepancies or omissions in the scope of services, he or she may submit to the City a written request for an interpretation or correction. A Vendor's request for interpretations shall be in writing and delivered to the City of Madison by mail to City of Madison, Finance Department (Purchasing Division) 100 Hughes Road, Madison, Alabama 35758 or facsimile to 256-772-5649 or email [marilyni.story@madisonal.gov](mailto:marilyni.story@madisonal.gov) at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretation necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, notification made as promptly as is practical to all parties recorded by the City as having received contract documents.

All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure the City has the correct business name and address on file.

Any prospective Vendor who obtained a set of contract documents from anyone other than the City is responsible for advising the City that they have a set of contract documents and wish to receive subsequent Addenda.

## 2.24 NOMENTCLATURES

The terms Proposer, Vendor and Contractor are interchangeably in this document.

## 2.25 NON-COLLUSION AFFIDAVIT

Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See Section 14.0 for Non-Collusion Bidding Affidavit.

## 2.26 OFFERS OF MORE THAN ONE PRICE

Proposers CANNOT submit more than one proposal.

## 2.27 OPENING OF PROPOSALS

The City will open all proposals, irrespective of irregularities or informalities, and publicly read aloud the names of the proposers on the date of the Submittal Deadline. **No other information released until after the award.**

All interested persons are invited to be present at the opening and reading of proposals.

- a. Postponement of Opening. The City reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and the time announced in the Request for Proposals or subsequent addenda.

## 2.28 PREPARATION COSTS

The proposer shall absorb all costs incurred in the preparation and presentation of this RFP.

## 2.29 PRICES

All Proposals shall give the prices proposed in figures, all other information requested herein, and signed by the Vendor's authorized representative. The price of the proposal shall include everything necessary for completion of the services and fulfillment of the contract including but not limited to furnishing all required services to complete the work in accordance with the contract document, except as provided otherwise in the contract documents. All services named in the scope of services and stated as part of the RFP objectives considered and included in the proposal. Vendors are encouraged to prepare proposal in an economical fashion, using simple straightforward descriptions of their capability to satisfy the requirements of this RFP.

## 2.30 PROPOSAL FORMS

- a. Forms. Submit proposals on the forms in the document unless otherwise stated in this document.
- b. Original. Submit one (1) original proposal and fifteen (15) copies on or before the Submittal Deadline. Envelope should be marked in accordance with the directions found elsewhere in these instructions.
- c. Discrepancies. If discrepancies found not bearing original signature or other requirements, the City may reject the Vendor's proposal.

## 2.31 PROPOSAL CONTENT

The Proposer should present a proposal in the format as outlined in the Response Instructions for Proposers (Section 4.0) and Scope of Work/Services (Section 3.0). Proposers should label responses to each section to indicate which item addressed. Proposals should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.

If the Vendors cannot provide a complete response without referencing supporting documentation, Vendors must provide such documentation with the proposal indicating the location of the supplemental information.

The City may reject proposals, which appear unrealistic in the terms of professional commitments, lack of technical competence, or indicative of failure to comprehend the complexity and risk of this contract.

The City is not liable for any costs incurred by the Vendor before entering into formal contract. Costs of developing the proposals or any other such expenses incurred by the Vendors in responding to the RFP, are entirely the responsibility of the Vendor, and are not reimbursable in any manner by the City.

- ## 2.32 PROPOSAL DEADLINE.
- Vendors may submit proposals any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and returned to the Vendor unopened. Submittal deadlines for submission of bids may be adjusted to allow for revisions.

## 2.33 PROPOSAL MODIFICATIONS

Any Vendor who wishes to make modifications to a proposal already received by the City must withdraw his or her proposal in order to make the modifications. Withdrawals must be in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be in ink, properly initialed by the Vendor's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Vendor to ensure that modified or withdrawn proposals resubmitted before the Submittal Deadline.

2.34 PROPOSAL OPENING AND RESULTS

Public Opening Public opening held on the Submittal Deadline. The City will announce only the names of the Vendors who submitted proposals. The City will not disclose technical and cost details about proposals until after award. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available through pre-arrangement with the Finance Department. A list of the names of the Vendors who submitted proposals will be available within a reasonable time after the public opening.

2.35 PROPOSAL PRICES, NOTATIONS AND MISTAKES

All prices and notations must be in ink or typewritten. Proposers may cross out mistakes and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Proposers shall state the price.

2.36 PROPOSAL RECEIVED LATE

Late proposal will not be accepted and returned to Vendor unopened.

2.37 PROPOSAL REJECTION

The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Vendor who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Vendor who is in default on the payment of taxes, licenses or other monies due the City of Madison.

2.38 PROPOSAL RESULTS

It is not the policy of the City to provide RFP results in response to telephone inquiries. The City will mail the result of proposals to all Vendors who submitted a proposal. The City will post the names of Vendors on the public bulletin board at Madison Municipal Complex, 100 Hughes Road, Madison, Alabama 35758 and post on the City's Website at [www.madisonal.gov](http://www.madisonal.gov)

2.39 PROPOSAL WITHDRAWAL

The Vendor's authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

2.40 PROPOSER IS SOLE POINT OF CONTACT

The successful Vendor will be the sole point of contact. The City will look solely to the successful Vendor for the performance of all contractual obligations, which may result from an award based on this RFP.

2.41 PROPOSER'S BACKGROUND

The City reserves the right to reject any proposal based upon the Vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

2.42 PROPOSER'S REFERENCES

Proposers should provide a minimum of five (5) references from similar projects performed for any local government clients within the last five (5) years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment;
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager name and telephone number

The Proposer's references should include the above information and be presented in the format as outlined in the Response Instructions for Proposers (Section 4.0). The Proposer should label responses to indicate which item addressed.

2.43 QUALIFICATIONS OF VENDORS

Each Vendor shall be skilled and regularly engaged in the general class or type of services called for under the contract. The Vendor's experience shall be set forth and submitted on the form provided herewith. It is the intention of the City to award a contract to a Vendor who furnishes satisfactory evidence that the Vendor has the requisite experience, and ability to enable the Vendor to execute the services successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility credited to the Vendor, the City will weigh any evidence that the Vendor has performed satisfactory with other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Vendor, consideration given not only to the financial standing but also to the general competency of the Vendor for the performance of the services covered and/or specified in the contract documents. To this end, each proposal shall be supported by a statement of the Vendor's experience on the form entitled "Experience Statement," which is a part of the contract documents (Section 15.0).

2.44 QUESTIONS AND COMMENTS

Vendors must submit in writing questions and comments regarding this solicitation by either mail or facsimile to Finance Department, City of Madison, Alabama, 100 Hughes Road, Madison, Alabama 35758 or faxed to 256-772-5649 no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the City, will be in writing to all known proposal holders.

2.45 REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES

The City reserves the right to reject any or all proposals, or any part of a proposal. The City reserves the right to reject the proposal of any Vendor who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Vendor who is in default on the payment of taxes, licenses or other monies due the City of Madison.

2.46 RULES FOR SUBMITTING PROPOSALS

- a. **Submittal Deadline.** Proposals must arrive in the Finance Department, 100 Hughes Road, Madison, Alabama 35758, by the Submittal Deadline shown in these specifications or subsequent addenda. Vendors may submit proposal by hand, by courier, or any other method specified herein. **Submittal deadlines for submission of bids may be adjusted to allow for revisions.**
- b. **Responsibility.** Vendors are solely responsible for ensuring that their proposals received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery of the Request for Proposals (this solicitation). Deliveries made before the Submittal Deadline but to the wrong City department considered non-responsive unless re-delivery made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** The City reserves the right to extend the Submittal Deadline when it is in the best interest of the City. Submittal deadlines for submission of proposals may be adjusted to allow for revisions.
- d. **Facsimile Transmissions.** Vendor may NOT submit a proposal by facsimile, unless otherwise specified herein.
- e. **Forms.** To be considered for award, each proposal shall be made on forms furnished by the City, if applicable.

- f. **Late Proposals.** The Submittal Deadline IS FIRM. The City will NOT accept proposals after the Submittal Deadline and the late proposals returned to the Vendor unopened.
- g. **Signature.** An authorized representative of the Vendor shall sign each proposal.
- h. **Sealed Proposal.** Proposals MUST BE sealed upon submittal (e.g. sealed envelope, package, box, etc.)

2.47 SELL OR ASSIGN

The successful proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the City.

2.48 SIGNATURES

An individual authorized to bind the Vendor must sign the proposal.

2.49 SUBMITTAL DEADLINE

The Submittal Deadline is **Wednesday, September 1, 2010**. Proposals must arrive in the Finance Department, 100 Hughes Road, Madison, Alabama, 35758, by **11:00 a.m., Central Standard Time**. The receiving time in the Finance Department will be the governing time for acceptability of proposals.

2.50 SUBMITTAL METHOD

Proposals must be in sealed envelopes and properly identified with the Proposal number and the Submittal Deadline. Telephone, telegraphic, facsimile, electronic, and late Proposals will not be accepted nor considered unless otherwise specified herein. It is the responsibility of the Vendor to see that his or her Proposals have sufficient time for receipt by the Finance Department before the Submittal Deadline. The City is not responsible for proposals envelopes mishandled because of the envelope not being properly prepared. The City will not consider facsimile, emails or telephone proposals unless otherwise authorized; however, Vendors may modify proposals by fax or the City must receive a written notice prior to the opening of the proposals. Before submitting a proposal, the Vendor should examine all of the requirements of the process.

- 2.51 SUSPENSION OR DEBARMENT: The Bidder certifies, by submitting a bid, neither the company nor its principals are presently debarred, suspended, in the process of debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. See form in **Section 16.0**.

2.52 TERMS OF THE OFFER

The City reserves the right to negotiate final contract terms with any Vendor selected. The contract between the parties will consist of the RFP together with any changes thereto, the awarded Vendor's proposal and all changes submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any changes to the awarded Vendor's proposal, and the awarded general rule noted in the final executed contract.

Vendor understands and acknowledges that the representatives above are material and important, and relied on by the City in evaluation of the proposal. Vendor misrepresentation treated as fraudulent concealment from the City of facts relating to the proposal.

2.53 WITHDRAWAL OF PROPOSAL

A Vendor's authorized representative may withdraw Proposals only by written request received by the Finance Department before the Proposal Submittal Deadline. After that time, a Vendor may not withdraw his or her Proposal for a period of 90 days from the date of opening. At no time may the successful Vendor withdraw his or her Proposal.

2.54 PROPOSAL SCHEDULE

Dates, events and activities are subject to change by the City.

DATE	EVENT/ACTIVITY
Sunday, June 20, 2010	Advertisement of Request for Proposals
Wednesday, August 4, 2010 @ 11:00 a.m.	Pre-Proposal Conference
Wednesday, September 1, 2010 @ 11:00 a.m.	Submittal Deadline (Opening of Proposals)
Thursday, August 5 – Friday, September 24, 2010	Review and Evaluation of Proposals
Monday, September 27, 2010	City Council Awards Contract



**SECTION 3.0**  
**SCOPE OF WORK/SERVICES**  
**RFP NO.-03-10**  
**ADDENDUM No. 2**

**3.1 MINIMUM SERVICE REQUIREMENTS**

The following describes the minimum acceptable levels of service. Vendors must detail a proficient plan to accomplish these requirements. The Contractor must provide to the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours notice shall be given to the City Representative.

Work performed by Contractors under this RFP may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing city properties.

Properties to maintain, frequency, and permitted times of acceptable service, are described herein as Section 9.0. Cut lines are currently established on all properties. It is the responsibility of each Vendor to visit the properties. The Vendors price is fixed and not determined by acreage but rather by lump sum. Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.

**A. Mowing/Edging**

Mow fescue/Bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in Section 9.0. Trim and edge with each mowing cycle. Remove grass and weed clippings after each visit. Remove litter prior to mowing. If litter is cut during mowing remove upon departure from site. Site shall be swept or blown clean after mowing/trimming. Discharge guards shall be in the down position at all times. Stick edgers are to be used for curb and sidewalk edging only and shall not be used for bed edging.

**B. Blowing**

Grass clippings or debris caused by mowing, trimming or edging shall be immediately removed from adjacent walks, curbs, beds and roadway areas on the same day as turf is mowed, trimmed or edged. Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, or adjacent property or storm drains. At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains are illegal and will not be tolerated.

**C. Bed Maintenance**

Stick edgers are not to be used in outlining mulched beds and tree rings. **String trimmers should be used on bed edges.** The pruning of shrubs in beds should be performed as needed, but only after consulting with the City Representative. The City expects a fresh clean mulched bed to include weed control. The Contractor shall turn mulch to freshen the appearance on an as-needed basis. It is the Contractor's responsibility to remove suckers from trees such as crape-myrtles at each service. Suckers are not to be removed using string trimmers, but will be removed using proper tools and administering proper cuts as outlined by the City Representative. **Weed control**

chemicals **will not** be used in neighborhood parks.

D. Leaf Removal

Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.

E. Litter and Trash Management

It is the City's intent for pricing to include Litter and Trash Management for all areas as indicated in **Proposal Section 11.0** and the following special events:

- Fourth of July Celebration    ● Trail of Tears
- Bob Jones High School Homecoming Parade

These events create additional litter and debris, which must be serviced by the Contractor at no additional charge. The Contractor must provide three (3) recycling bins for each event. The City will notify the Contractor five (5) days prior to the date of the event.

F. Pruning

Remove dead wood and sucker growth as it becomes evident. Do not top or remove terminal growing point or leader of any plant. **Review pruning practices with the City Representative prior to pruning.** Shrubs, hedges, plants, and ornamental trees shall be pruned as needed to maintain or establish shape. Grape myrtle shall have suckers removed only.

G. Fire Ant Control

Fire ant eradication and removal is required on a continuous basis.

H. Time Materials Basis

All services shall be on a time/materials basis only, and must be approved by the City in advance after receipt of a written estimate from Contractor. Contractor must not charge for what is considered tools of the trade (i.e. Tractors with Bucket Attachments, Hand Tools, and Supplies) unless approved by the City Representative in advance.

The below services may be required of Contractor from time-to-time:

- Automatic Irrigation Systems                      ● Other Watering                      ● Other related landscaping
- Seeding or Over seeding                              ● Bush Hog Work Services

I. Damage to Property

Sprinkler heads or other property broken by the contractor shall be replaced or repaired at Contractor's expense. The City of Madison Representative must be notified upon damage and intent to repair.

J. Mulch Specification

The City requires screened shredded pine bark 5/8" – 2" with the Cambium attached. The contractor shall provide all mulch in areas where specified. The Contractor should include the cost of the mulch in the price of each area that requires mulch.

K. Additional Property

The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will begin negotiations with the contractor who is awarded property closest to the addition. In the event negotiations fail, the City will negotiate with the next closest contractor and so on, until negotiations are successful.

L. Reducing Property

The City reserves the right to negotiate a reduction of property to be maintained due to changes caused by construction, etc. during the term of the contract. In the event negotiations fail, the City reserves the right to cancel the agreement in accordance with Section 2.14.

M. Cemetery Property

Special care must be used in performing services in the cemeteries to not damage the head stones, flower arrangements, etc. There are three (3) cemeteries, which require services. Rose bed maintenance to include but limited to weed, mulch with pine straw in front of cemetery.

3.2 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall perform the contract services in accordance with the following conditions:

- A. Contractor must maintain a competent and coherent staff with modern communications (cell phone and/or pagers) available to business customers and field staff. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.
- B. Contractor shall provide the insurance coverage required.
- C. Contractor must have a business license issued by the City of Madison and performing comparable landscaping services for a minimum of three (3) years.
- D. Contractor must have the ability to obtain the required Performance Bond (Reference Section 7.2).
- E. Contractor must determine the volumes of work to be performed for each property in this RFP. Contractor must visit each of their City properties monthly to determine if any change in service warranted. If the Contractor determines there is a need for change in service, they are to notify the City Representative in writing prior to making any changes in service.
- F. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to complete properly and legally the service functions of the Contract in an orderly and competent manner.
- G. Contractor shall supervise and direct the work and his employees to the best of his or her ability and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees. Contractor's work vehicles must display the company name. The Contractor shall provide a list of employees to the Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire; i.e. T-Shirt.
- H. Contractor shall be liable for all damage to property of the City or any residents that results from the performance of the service functions. Damage by contractor and service personnel shall be repaired and restored without cost to the City of Madison.
- I. Contractors shall comply with State of Alabama Department of Transportation regulation concerning traffic control devices. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary, for the protection of the work and the safety of the public. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such

personal protective equipment shall include, but is not limited to; goggles, safety glasses, face shields, gloves, safety vests, etc.

- J. Any items of value found by the Contractor must be turned into the City Representative.

### 3.3 INSPECTION OF WORK

- A. All services to be performed under this contract shall be subject to inspection by a representative of the City while in process or after completion. If any such services are found to be unsatisfactory and not in accordance with the requirements of this contract, the designated representative of the City shall notify Contractor and Contractor shall take corrective action.
- B. The City of Madison may require the contractor(s) to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages. Any service deemed to be unacceptable by the City will be deducted from the awarded Contractor(s) invoice, as per schedule of task values, to be established at pre-award conference.

### 3.4 DELIVERABLES

The contractor will invoice the City for services on a monthly basis in arrears, for 1/12<sup>th</sup> of the annual contract price. Any additional services provided on a time and materials basis or unit price basis shall be listed separately on the monthly invoice. The City's payment terms are Net 30, however, we will make every attempt to speed the process if the invoice is correct and the work is acceptable.

Original invoices shall be submitted with the RFP Number included on the invoice on the first of each month for the previous month to the City's contract representative at the address provided below. Proposers must submit a sample invoice along with their proposal.

#### **FORWARD INVOICES TO:**

City of Madison  
Finance Department  
Attn: Accounts Payable  
100 Hughes Road  
Madison, Alabama 35758  
Telephone: 256-772-5600

The following are requirements for a proper invoice:

- A. Name and address of Contractor
- B. Invoice date and invoice number
- C. RFP Number, Property, Package Letter for which services provided (i.e., Area A: Neighborhood Parks) and period when service was provided (i.e. \_\_\_\_\_ to \_\_\_\_\_, etc.).
- D. Name, title, phone number and mailing address of person to be notified in event of a discrepancy in the invoice

**SECTION 4.0**  
**PROPOSERS RESPONSE INSTRUCTIONS**  
**RFP NO.-03-10**  
**ADDENDUM No. 2**

In order to facilitate the analysis of the responses to this RFP, Proposers are required to submit the required information in accordance with the instructions outlined in this section. The City may consider a response, which deviates from these instructions non-responsive and may disqualify the response at the discretion of the City.

**4.1 PROPOSAL RESPONSE FORMAT**

Present proposals on 8 ½ x 11 paper, pages sequentially numbered and single-spaced with an easily legible font size. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. Organize the proposal into the following major parts further described herein.

**4.2 PROPOSAL EXECUTIVE SUMMARY (Response Section A)**

The Executive Summary must include the Contractor's name, address, and all contact information. It must be submitted on company letterhead with a clear and legible signature of a representative authorized to bind the company.

The content of the summary must be limited to a brief narrative, describing a brief overview of the company's philosophy regarding landscape maintenance and must include the following information and acknowledgements:

- A. The proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation. Proposal must list name(s) of owner(s) or partners.
- B. The Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal. Proposal must complete and return the enclosed Non-Collusive Bidding Certification Form. The form must be signed and notarized.
- C. The Proposer has not sought by collusion to obtain for his/herself any advantage over any other Proposer or over the City. Proposal must complete and return the enclosed Non-Collusive Bidding Certification Form. The form must be signed and notarized.
- D. The Proposer will comply with the laws of the State of Alabama, applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and that activities provided to the general public under the resulting contract are in conformance with the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government. The Proposal must state methods used to comply.
- E. Neither the Proposer nor any individuals working on the contract who has a possible conflict of interest and, if so, the nature of that conflict. The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the program to be developed by the Proposer. The City's determination regarding any questions of conflict of interest shall be final. In the response to this section, the Proposal must show no possible conflict of interest for neither the Proposer nor any individuals who will work on the contract.

- F. The Proposer must acknowledge receipt of any addenda issued by completing and submitting the Acknowledgment of Receipt of Addenda Form.
- G. The Proposer must note any exceptions to this RFP.
- H. A Proposal Security Bond must accompany your proposal response in the form of a firm commitment such as an original Bid Bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. This bond must be for **\$100.00 FOR EACH AREA PROPOSED**. (Example, if you proposing on Area A and Area B, your proposal bond would be **\$200.00**.)

#### 4.3 STATEMENT OF QUALIFICATIONS (Response Section B)

Each Proposer must provide the following information about his or her company in order for the City to evaluate the Proposer's stability and ability to support the commitments of a contract resulting from this RFP. The City reserves the right to require additional documentation to support and/or clarify information provided.

- A. How long the company has been in the business of landscape management.
- B. A brief description of the company, including past history, present status, future plans, etc.
- C. Company size and organization.
- D. Disclose any history of defaults, contract terminations, and bankruptcies.
- E. Proposers must provide a list of five (5) clients for whom the Proposer is currently providing similar services for an environment similar to the City within the past 3 years. Information should include at a minimum, the name of organization, contact name and position, address, and contact telephone number. This information will be held in confidence.
- F. Explain philosophy regarding satisfied customers and state the documented results.
- G. Provide an organizational chart specific to the management personnel assigned to accomplish the work called for in this RFP. Provide a resume' of the project manager who will work directly with the City. If additional personnel must be hired, describe the staffing levels anticipated. Further, describe the screening process that will be used to hire all personnel and how substance abuse is monitored.
- H. Describe any subcontractor or joint venture relationships to be utilized (**Reference Section 8.0**)

#### 4.4 METHODOLOGY (Response Section C)

The Proposer must provide a detailed explanation of the methodology utilized to accomplish each of the specific requirements outlined in sections 3.1, 3.2, 3.3 and 3.4. **Proposers must also provide a list of all equipment to use on the properties. The City will arrange to inspect the equipment.**

**If Vendor must obtain equipment in order to perform this work, explain the equipment to purchase and how financing will be obtained.**

#### 4.5 PROPOSAL PRICING FORM (Response Section D)

Proposers must submit their complete Proposal Pricing Form (**Sections 11.0 and 12.0**) along with the original proposal response. However, **the Proposal Pricing Form must be in separate**

**sealed envelope labeled “PROPOSAL PRICING FORM”**. The purpose of this requirement is to allow the City’s evaluation committee to evaluate proposals technically without the knowledge of the Proposer’s price. See the Evaluation Procedures outlined in Section 6.0 herein.

4.6 SUBMISSION OF PROPOSALS

Complete sealed proposals must be clearly marked with the **RFP NO.-03-10** and received by the Finance Department no later than **11:00 a.m. Central Standard Time, on Wednesday, September 1, 2010**. Late proposals will neither be accepted nor considered. The City will not be responsible for a carrier’s failure to deliver.

One (1) original and two (2) copies must be **marked RFP No.-03-10** and delivered to:

**City of Madison  
Finance Department (Purchasing Division)  
100 Hughes Road  
Madison, Alabama 35758**

**SECTION 5.0**  
**TERMS AND CONDITIONS**  
**RFP NO.-03-10**  
**ADDENDUM No. 2**

**5.1 ASSIGNMENT OF RIGHTS OR OBLIGATIONS**

Except as noted hereunder, the successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City.

**5.2 ATTORNEY FEES**

In the event a suit or action instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum, as the court may adjudge reasonable as to attorney's fees and costs.

**5.3 AUTHORITY OF THE CITY**

Subject to the power and authority of the City as provided by law in this contract, the City shall determine the acceptability of the work and/or services for which payment is to be under this contract. The City shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Proposer hereunder.

**5.4 CANCELLATION OF THE CONTRACT**

**Without cause**, the City may cancel this contract at any time with 30 days written notice to the Proposer. **With cause**, the City may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply services specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the City.

**5.5 CHANGES IN SCOPE OF SERVICES**

The City may, at any time work is in progress, by written order, make alternations in the terms of services as shown in the scope of services, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The Proposer shall not claim forfeiture of contract by reasons of such changes by the City. The City will compensate the Proposer for extra work ordered by the City and the compensation shall be determined in accordance with prices of contractor's proposal.

**5.6 COMPLIANCE WITH OR DEVIATION FROM SCOPE OF SERVICES**

The Proposer hereby agrees that services offered will meet all the requirements of the scope of services in this solicitation unless deviations from them are in the Consultant's response. Consultant may submit an attachment entitled "Exceptions to Scope of Services," which must be signed by an authorized representative of the proposer. If a proposer takes exceptions to the scope of services, the proposer must explain in detail the extent of the exception and the reason for the exception. Consultant failing to comply with this requirement considered non-responsive.

**5.7 COMPLIANCE WITH LAWS**

All Consultants shall comply with current federal, state, local and other laws relative thereto.

**5.8 CONTRACT INCORPORATION**

This contract embodies the entire contract between the City and the Consultant. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless in writing and signed by both parties. The complete contract shall include the entire contents of the RSQ



solicitation, all addenda, all of the Consultant's successful submittals, supplemental agreements, change orders, any required bond(s) and all written agreements, which alter, amend or extend the contract.

5.9 FORMATION OF CONTRACT

The Consultant's signed offer (Proposal) and the City's written acceptance shall constitute a binding contract.

5.10 LAWS GOVERNING CONTRACT

This contract shall be in accordance with the laws of the state of Alabama. The parties stipulate that this contract entered into in the county of Madison, in the state of Alabama. The parties further stipulate that the county of Madison, Alabama, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

5.11 SCOPE OF SERVICES, CHANGES TO

The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the scope of services shall be valid unless in writing and signed by both parties.

5.12 SCOPE OF SERVICES, DEFINITION

The term "scope of services" or "RSQ scope of services" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation including but not limited to the Request for qualifications, Instructions To Consultant, Terms and Conditions, Scope of Services, Proposal Form, Special Provisions and Experience Statement.

5.13 SEVERABILITY

If any provisions or portions of any provisions of this contract held invalid, illegal or unenforceable, they shall sever from the contract and the remaining provisions shall be valid and enforceable.

**SECTION 6.0**  
**EVALUATION PROCEDURES**  
**RFP NO.-03-10**  
**ADDENDUM No. 2**

**6.1 OVERALL EVALUATION PROCESS**

It is the City's intent to evaluate all proposals determined to be responsive and responsible. Ultimately, the City will negotiate and award a contract to the responsive and responsible Proposer(s) whose overall proposal offers the best value for the City as evaluated pursuant to the established evaluation criteria as set forth herein. The City may conduct oral interviews.

**6.2 RESPONSIVE PROPOSALS**

The City will determine the responsiveness of each proposal response submitted. A responsive proposal is submitted in accordance with the requirements of the RFP. The City reserves the right to waive minor informalities (Reference Section 2.0)

**6.3 RESPONSIBLE PROPOSALS**

The City will determine the responsibility of each Proposer based upon the information provided in the Proposer's response section B and any other information available.

**6.4 PROPOSAL EVALUATION CRITERIA**

Proposers determined to be responsive and responsible will be evaluated based upon the following criteria:

<b>EVALUATION CRITERIA</b>	<b>PERCENTAGE</b>
<b>A. <u>Executive Summary</u></b>  The Evaluation Committee will utilize the information provided in the Proposer's response to <b>Section 4.0</b> to determine the maximum points allocated for the executive summary.	<b>25</b>
<b>B. <u>Statement of Qualifications</u></b>  The Evaluation Committee will utilize the information provided in the Proposer's response to <b>Section 4.0</b> to determine the maximum points allocated for the statement of qualifications.	<b>25</b>
<b>C. <u>Methodology</u></b>  The Evaluation Committee will utilize the information provided in the Proposer's response to <b>Section 4.0</b> to determine the maximum points allocated for methodology.	<b>25</b>
<b>D. <u>Proposal Pricing Form(s): (Firm fixed price based on criteria)</u></b>  The Evaluation Committee will utilize the form(s) provided in the Proposer's response to <b>Section 4.0</b> . Proposal Pricing Form(s) must be in a separate sealed envelope labeled " <b>RFP NO.-03-10 PROPOSAL PRICING FORM.</b> "	<b>25</b>

The City will evaluate each proposal based on the response for the Executive Section, Statement of Qualification Section, Methodology Section and the Proposal Pricing Section.

**6.5 PROPOSAL CONTRACT AWARD**

At the completion of the evaluation process, the City intends to award a contract to the responsive and responsible Proposer receiving the highest overall evaluation score per Area. The award will be by Property Area only. No Property Area will be split.

**SECTION 7.0**  
**CONTRACT TERMS AND CONDITIONS**  
**RFP NO.-03-10**  
**ADDENDUM No. 2**

The contract documents shall ultimately consist of the RFP with any addenda thereto, and the complete proposal submitted in response to this RFP.

**7.1 BUSINESS LICENSE**

The successful vendor shall obtain a City of Madison Business License upon execution of the contract.

**7.2 BONDS AND INSURANCE**

**A. Security Bond**

A money order or cashier's certified check, payable to the order of the City of Madison, in an amount of **\$100.00**, or by a bond in said amount and payable to the City of Madison shall accompany proposals. This bond must be for **\$100.00 FOR EACH AREA PROPOSED**. (Example, if you proposing on Area A and Area B, your proposal bond would be **\$200.00**.) Said money order, check or said bond forfeited in case the Proposer depositing the same does not execute this contract within ten (10) consecutive calendar days after written notice.

**B. Performance Bond**

The successful Proposer must submit a Performance Bond for 5% of the annual price for each Area awarded. The actual Performance Bond must be obtained within ten (10) working days of the date of award of the contract. A Proposer's failure to provide the performance bond, within the required time, will cause the City to reject the proposal.

**C. Certificate of Insurance**

Required as outlined in the Insurance Requirements (**Reference Section 8.0**)

**7.3 CONTRACTOR, DEFINITION**

The term "Contractor" refers to the party entering into a contract with the City result of this solicitation.

**7.4 CONTRACT PERIOD**

The contract award shall be for a period of one year, with extensions as allowable by State Law.

**7.5 LAWS-ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIRMENTS**

The Contractor shall adhere to all applicable federal, state and local laws, codes and ordinances.

**7.6 PRE-WORK MEETING**

The Contractor shall not commence work until a meeting held between representatives of the Contractor and the City of Madison. The meeting scheduled at City of Madison, 100 Hughes Road, Madison, Alabama, at a time and date later to be established.

**7.7 REJECTION OF WORK**

The Contractor agrees the City has the right to make final determinations as to whether the work has been satisfactorily completed.

7.8 RIGHTS RESERVED

Rejection of Work – Contractor agrees the City has the right to make determinations as to whether the work is satisfactorily completed.

- (a) Completion of Work – If Contractor fails to comply with the conditions of the contract, or fails to complete the required work, the City reserves the right to purchase in open market, or to complete the required work, at the expense of the Contractor.

7.9 SCOPE OF WORK/SERVICES, CHANGES IN WRITING

The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments or modifications of any of the terms or conditions of the scope of work will be valid unless in writing and signed by both parties.

7.10 SCOPE OF WORK/SERVICES, DEFINITION

The term “scope of work” or “scope of services” as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including but not limited to the Notice, General Instructions, Terms and Conditions, Scope of Work/Services, Proposer Response Instructions, Evaluation Procedures, Insurance Requirement, Proposal Pricing Form, Non-Collusion Bidding Affidavit, Statement of Experience/Qualifications, Certificate of Non-Suspension or Debarment.

**SECTION 8.0**  
**INSURANCE REQUIREMENT**  
**RFP NO.-03-10**  
**ADDENDUM No. 2**

The successful Vendor shall furnish, in the form satisfactory to the City, within ten (10) days after written notice of award of contract the specific type(s) and amounts of coverage as listed in this section. The vendor(s) shall procure and maintain for the duration of the contract or as later indicated, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this contract by the Vendor, his or her agents, representatives, employees or subcontractors.

**8.1 MINIMUM SCOPE OF INSURANCE AND LIMITS**

**A. General and Commercial Liability Insurance**

**General Liability**

Insurance coverage must be on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after City Clerk and/or City Attorney approval.

**Commercial Liability**

Products and Completed Operations

Contractual

Personal Injury

Explosion, Collapse and Underground

Broad Form Property Damage

Commercial General Liability on an "occurrence form" form bodily injury and property damage:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence

**B. Automobile Liability Insurance**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading provided under either automobile liability or general liability policy forms.

\$1,000,000 Automobile liability combined single limit per accident for bodily injury and property damage:

**C. Workers Compensation Insurance**

Vendor must have statutory protection requirement against bodily injury, sickness, disease or death sustained by an employee in the scope of employment. Protection provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Workers compensation insurance coverage as required by the State of Alabama.

**D. Employers Liability Insurance**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

\$1,000,000	Bodily Injury by Accident or Disease
\$1,000,000	Policy Limit by Disease

**8.2 DEDUCTIBLE AND SELF-INSURED RETENTIONS**

The City must approve any deductible or self-insured retention declared to by the Vendor. In the event the deductibles or self-insured retentions are not acceptable to the City, the city reserves the right to negotiate with the Vendor for changes in coverage deductibles or self-insured retentions; or alternatively, require the vendor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### 8.3 OTHER PROVISIONS

Wherever possible, the policies are to contain or endorsed to contain, the following provisions:

#### A. General Liability and Automobile Liability Coverage

1. The City, its officials, employees and volunteers are to be covered as additional insured as respect: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
2. The Vendor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance maintained by the City, its officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute to it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
4. Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom claim made or suit brought, except with respect to the limit of the insurer's liability.

#### B. All Coverage

Each insurance policy required by this clause shall state no cancellation of coverage by either party except after thirty (30) days prior written notice has been given to the City.

### 8.4 ACCEPTANCE OF INSURERS

Insurance is to be placed with insurers with a current Bests' rating of A+, VIII, or with insurance acceptable to the City.

### 8.5 VERIFICATION OF COVERAGE

Vendor shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. A person authorized by that insurer to bind coverage on its behalf shall sign the certificates for each insurance policy. Before the City awards a contract, the City will receive and approve all certificates. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

### 8.6 SUBCONTRACTORS

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the Contractor shall be required to carry insurance.

### 8.7 HOLD HARMLESS AGREEMENT

The Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Madison, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees,

arising out of or resulting from the performance of this contract provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the Contractor, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts on the behalf of are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**SECTION 9.0**  
**DESCRIPTION OF PROPERTY AND FREQUENCY**  
[ADDENDUM No. 2](#)

<b>NEIGHBORHOOD PARK AREA - A</b>	<b>PROPERTY NAME</b>	<b>LOCATION</b>	<b>FREQUENCY</b>	<b>ACCEPTABLE TIME OF SERVICE</b>
	Brass Oak Park	122 Jay Drive	Weekly - Mon – Fri	7 am – 4 pm
	Cambridge Park	696 Cambridge Drive	Weekly - Mon – Fri	7 am – 4 pm
	Carter Park	450 Carter Drive	Weekly - Mon – Fri	7 am – 4 pm
	Cedars Park	121 Shadow Ridge Drive	Weekly - Mon – Fri	7 am – 4 pm
Undeveloped	Collinwood Park	232 Jarrett Lane	Weekly - Mon – Fri	7 am – 4 pm
	Fieldcrest Park	102 Brandon Drive	Weekly - Mon – Fri	7 am – 4 pm
	Governors Park	101 Bibb Drive	Weekly - Mon – Fri	7 am – 4 pm
	Homeplace Park	130 Shorter Street	Weekly - Mon – Fri	7 am – 4 pm
	Homestead Park	201 Prairie Drive	Weekly - Mon – Fri	7 am – 4 pm
	Madison Point Park	139 Whisperwood Lane	Weekly - Mon – Fri	7 am – 4 pm
	Madison Trace Park	127 Progress Lane	Weekly - Mon – Fri	7 am – 4 pm
	Mill Creek Park	141 Teal Park Lane	Weekly - Mon – Fri	7 am – 4 pm
Undeveloped	Rainbow Mountain Park	250 Carter Road	Weekly - Mon – Fri	7 am – 4 pm
	Rickwood Park	481 Moses Chapel Road	Weekly - Mon – Fri	7 am – 4 pm
Undeveloped	Silver Creek Park	108 Donash Circle	Weekly - Mon – Fri	7 am – 4 pm
	Stavemill Park	786 Sienna Vista Drive	Weekly - Mon – Fri	7 am – 4 pm
	Stewart Park	100 Stewart Street	Weekly - Mon – Fri	7 am – 4 pm
Undeveloped	Woodland Park	100 Highland Drive	Weekly - Mon – Fri	7 am – 4 pm



**SECTION 9.0**  
**DESCRIPTION OF PROPERTY AND FREQUENCY**  
**ADDENDUM No. 2**

<b>NEIGHBORHOOD PARK AREA - A</b>	<b>PROPERTY NAME</b>	<b>LOCATION</b>	<b>FREQUENCY</b>	<b>ACCEPTABLE TIME OF SERVICE</b>
	Ashley III Park	214 Ashley Way	Weekly - Mon - Fri	7 am - 4 pm
	Ashley IV Park	121 Wellington Drive	Weekly - Mon - Fri	7 am - 4 pm
	Chadrick Park	521 Brenda Drive	Weekly - Mon - Fri	7 am - 4 pm
	Leathertree Park	225 Gillespie Road	Weekly - Mon - Fri	7 am - 4 pm
Undeveloped	Mandolin Park	208 Thomas Drive	Weekly - Mon - Fri	7 am - 4 pm
Undeveloped	Rollingwood Park	163 Liberty Drive	Weekly - Mon - Fri	7 am - 4 pm
Undeveloped	Roy Tate Park	186 Roy Drive	Weekly - Mon - Fri	7 am - 4 pm
	Shelton Park	1025 Shelton Road	Weekly - Mon - Fri	7 am - 4 pm
	Stoneridge Park	190 Stoneway Trail	Weekly - Mon - Fri	7 am - 4 pm
Undeveloped	Sweetbriar Park	144 Steele Drive	Weekly - Mon - Fri	7 am - 4 pm
	Westgate Park	276 Pine Ridge Road	Weekly - Mon - Fri	7 am - 4 pm
	Windsor Park	Between Balch Road and Gillespie Road	Weekly - Mon - Fri	7 am - 4 pm
	Hardiman Place	113 Beerli Drive	Weekly - Mon - Fri	7 am - 4 pm
	Mill Creek Greenway	Along Balch Road between Mill Road & Browns Ferry Rd	Weekly - Mon - Fri	7 am - 4 pm
Undeveloped	Joe Phillip Park	Joe Phillips Road	Weekly - Mon - Fri	7 am - 4 pm
Undeveloped	Bradford Creek Greenway	Palmer Park north to Heritage Elementary	Weekly - Mon - Fri	7 am - 4 pm
	Abbingdon Downs Park	135 Manningham Drive	Weekly - Mon - Fri	7 am - 4 pm

**SECTION 9.0**  
**DESCRIPTION OF PROPERTY AND FREQUENCY**  
**ADDENDUM No. 2**

<b>RIGHT-OF-WAY AREA - B</b>	<b>PROPERTY NAME</b>	<b>LOCATION</b>	<b>FREQUENCY</b>	<b>ACCEPTABLE TIME OF SERVICE</b>
	Slaughter Road	Roy Drive to Madison Pike West side only	Weekly - Mon – Fri	7 am – 4 pm
	Carter Road	Slaughter Road to Rainbow Dr	Weekly - Mon – Fri	7 am – 4 pm
	Rainbow Drive	Hwy 72 to Cul-de-Sac	Weekly - Mon – Fri	7 am – 4 pm
Litter Control	Hughes Road	Hwy 72 to Madison Blvd	Weekly - Mon – Fri	7 am – 4 pm
Litter Control	Eastview Drive	Wall Triana to Slaughter Rd	Weekly - Mon – Fri	7 am – 4 pm
	Thomas Drive	Hughes Rd to Concord Dr	Weekly - Mon – Fri	7 am – 4 pm
	Nance Road	South of Hwy 72 to Rainbow Glen	Weekly - Mon – Fri	7 am – 4 pm
	Landers Road	Mill Rd to Brownsferry Rd	Weekly - Mon – Fri	7 am – 4 pm
	Lanier Road	Garner St to Madison Blvd	Weekly - Mon – Fri	7 am – 4 pm
	Will Halsey Way	Lanier Rd to Hughes Rd	Weekly - Mon – Fri	7 am – 4 pm
	Celtic Drive	Lanier Rd to Madison Blvd	Weekly - Mon – Fri	7 am – 4 pm
Litter Control	Madison Boulevard	Zierdt Rd/Shelton Rd to Countyline Rd	Weekly - Mon – Fri	7 am – 4 pm
	Zierdt Road	Madison Blvd to City Limits South-West Side Only	Weekly - Mon – Fri	7 am – 4 pm
	Shelton Road	Madison Blvd to Shelton Park	Weekly - Mon – Fri	7 am – 4 pm
	Old Madison Pike	Hughes Rd to City Limits E	Weekly - Mon – Fri	7 am – 4 pm
	Miller Boulevard	Old Madison Pike to Mahan Dr	Weekly - Mon – Fri	7 am – 4 pm
	Mahan Drive	Miller Blvd to Shelton Rd	Weekly - Mon – Fri	7 am – 4 pm
	Plaza Boulevard	Hughes Rd to Brownsferry Rd	Weekly - Mon – Fri	7 am – 4 pm

**SECTION 9.0**  
**DESCRIPTION OF PROPERTY AND FREQUENCY**  
**ADDENDUM No. 2**

<b>RIGHT-OF-WAY AREA - B</b>	<b>PROPERTY NAME</b>	<b>LOCATION</b>	<b>FREQUENCY</b>	<b>ACCEPTABLE TIME OF SERVICE</b>
	Wall Triana Highway	Madison Blvd to City Limits North	Weekly - Mon – Fri	7 am – 4 pm
	Gooch Lane	Hughes Rd to City Limits West	Weekly - Mon – Fri	7 am – 4 pm
	Gillespie Road	Hughes Rd to County Line Rd	Weekly - Mon – Fri	7 am – 4 pm
	Mill Road	Sullivan St to Countyline Road	Weekly - Mon – Fri	7 am – 4 pm
	Moses Chapel Road	Mill Rd to Brownsferry Road	Weekly - Mon – Fri	7 am – 4 pm
	Countyline Road	Palmer Road to City limits North – both sides	Weekly - Mon – Fri	7 am – 4 pm
	Kyser Boulevard	Sullivan St to Todd Drive	Weekly - Mon – Fri	7 am – 4 pm
	Royal Drive	Sullivan St to Westchester Drive	Weekly - Mon – Fri	7 am – 4 pm
	Westchester Drive	Royal Dr to Madison Blvd	Weekly - Mon – Fri	7 am – 4 pm
	West Dublin Drive	Sullivan St to Westchester Drive	Weekly - Mon – Fri	7 am – 4 pm
	Sturdivant Street	Mill Rd to Maple Street	Weekly - Mon – Fri	7 am – 4 pm
	Maple Street	Mill Rd to Church Street	Weekly - Mon – Fri	7 am – 4 pm
	Martin Street	Sullivan St to Cain Street	Weekly - Mon – Fri	7 am – 4 pm
	Cain Street	Martin St to Lanier Road	Weekly - Mon – Fri	7 am – 4 pm
	Palmer Road	Sullivan St to Countyline Road	Weekly - Mon – Fri	7 am – 4 pm
	Pension Row	Palmer Rd to Mill Road	Weekly - Mon – Fri	7 am – 4 pm
	Perry Street	Sullivan St. and Pension Row	Weekly - Mon – Fri	7 am – 4 pm
	Balch Road	Mill Road to Gooch Lane	Weekly - Mon – Fri	7 am – 4 pm
Litter Control	Highway 72	Hughes Road to Balch Road	Weekly - Mon – Fri	7 am – 4 pm
	Powell Road	City Limits (mapped area)	Weekly - Mon – Fri	7 am – 4 pm
	Segars Road	City Limits (mapped area)	Weekly - Mon – Fri	7 am – 4 pm

**SECTION 9.0**  
**DESCRIPTION OF PROPERTY AND FREQUENCY**  
**ADDENDUM No. 2**

<b>RIGHT-OF-WAY AREA - B</b>	<b>PROPERTY NAME</b>	<b>LOCATION</b>	<b>FREQUENCY</b>	<b>ACCEPTABLE TIME OF SERVICE</b>
Pruning/Mulch	Gillespie Road Extension		Weekly - Mon – Fri	7 am – 4 pm
	Burgreen Road	Hardiman to North City Limits – (mapped area)	Weekly - Mon – Fri	7 am – 4 pm
	County Line Road	Madison Boulevard to Palmer Road – East side only	Weekly - Mon – Fri	7 am – 4 pm
	Browns Ferry Road	Hughes Road to Balch Road & Balch Road to Gillespie Road	Weekly - Mon – Fri	7 am – 4 pm
	Pump House Road	Gillespie Road to end of Road	Weekly - Mon – Fri	7 am – 4 pm
	Dock Murphy Drive	South Nathan Hale to Liberty School	Weekly - Mon – Fri	7 am – 4 pm
	Dock Murphy Drive	North Jackelynn Downs Subdivision to Liberty School	Weekly - Mon – Fri	7 am – 4 pm
	Amsterdam Drive	South property line 115 to East property line 121	Weekly - Mon – Fri	7 am – 4 pm
	McDermott's Way	Gillespie Rd to Jarrett Lane	Weekly - Mon – Fri	7 am – 4 pm
	Metaire Lane	Eastview Dr to Foothill Court		
	Foothill Court	Metaire Dr to Cul-de-Sac	Weekly - Mon – Fri	7 am – 4 pm
	Cleghorn Boulevard	Wall Triana Hwy to Dead End	Weekly - Mon – Fri	7 am – 4 pm
	Goldenrod Lane	Hiddenvally Way to Drainage Structure	Weekly - Mon – Fri	7 am – 4 pm
	Roma Drive	Hughes Rd to Drainage Structure	Weekly - Mon – Fri	7 am – 4 pm

**SECTION 9.0**  
**DESCRIPTION OF PROPERTY AND FREQUENCY**  
 (Note: include mulch where specified)  
[ADDENDUM No. 2](#)

<b>MEDIAN / ISLAND AREA - C</b>	<b>PROPERTY NAME</b>	<b>LOCATION</b>	<b>FREQUENCY</b>	<b>ACCEPTABLE TIME OF SERVICE</b>
Include Mulch	Village Green	Between Main St and Front St	Weekly - Mon – Fri	7 am – 4 pm
Include Mulch	Hughes Road Median	Madison Blvd to Mill Road	Weekly - Mon – Fri	7 am – 4 pm
	Harpers Hop Island	Harpers Hop Court	Weekly - Mon – Fri	7 am – 4 pm
	Bishop Circle	W of Shelton Rd-N of Madison Pike	Weekly - Mon – Fri	7 am – 4 pm
	Liberty Drive	Wall Triana Hwy to Philadelphia Drive	Weekly - Mon – Fri	7 am – 4 pm
	Hiddenvally Way	Hughes Rd to Goldenrod Drive	Weekly - Mon – Fri	7 am – 4 pm
	City Field	Behind 4936 Wall Triana Hwy- Off Liberty Drive	Monthly	7 am – 4 pm
	Old Land Field	Off Liberty Drive	Quarterly	7 am – 4 pm
	Red Oak Place	Maplewood Subdivision	Weekly	7 am – 4 pm

**SECTION 9.0**  
**DESCRIPTION OF PROPERTY AND FREQUENCY**  
 (Note: Include mulch where specified)  
[ADDENDUM No. 2](#)

<b>MUNICIPAL BUILDING AREA - D</b>	<b>PROPERTY NAME</b>	<b>LOCATION</b>	<b>FREQUENCY</b>	<b>ACCEPTABLE TIME OF SERVICE</b>
Include Mulch	City Hall	100 Hughes Road	Weekends	7 am – 4 pm
Include Mulch	Madison Public Library	Plaza Boulevard	Weekly - Mon – Fri	7 am – 9 am
Include Mulch	Fire Station #1	101 Mill Road	Weekends	7 am – 4 pm
Include Mulch	Fire Station #3	County Line Road	Weekends	7 am – 4 pm
Include Mulch	Senior Center	Hughes Road	Weekends	7 am – 4 pm
Include Mulch	400 Celtic Drive – Public Works Facility	400 Celtic Drive	Weekends	7 am – 4 pm
	Empty Lot-North East	Cain Street & Garner Street	Weekends	7 am – 4 pm
	Empty Lot-North East	Hughes Road & Thomas Dr	Weekends	7 am – 4 pm

**SECTION 9.0**  
**DESCRIPTION OF PROPERTY AND FREQUENCY**  
**[ADDENDUM No. 2](#)**

<b>CEMETERY AREA – E</b>	<b>PROPERTY NAME</b>	<b>LOCATION</b>	<b>FREQUENCY</b>	<b>ACCEPTABLE TIME OF SERVICE</b>
	Madison Cemetery - A	Mill Road	Weekly - Mon – Fri	7 am – 4 pm
	Madison Cemetery - B	Maple Street	Weekly - Mon – Fri	7 am – 4 pm
	Madison Memory Garden Cemetery	Hughes Road	Weekly - Mon – Fri	7 am – 4 pm

**SECTION 10.0**  
**RFP NO.-03-10**  
**SPECIAL NOTICE TO VENDORS**  
**ADDENDUM No. 2**

**10.1 NON-DISCRIMINATION**

The City of Madison hereby notifies all Consultants that the City will affirmatively ensure that small businesses, minority-owned firms, and women's business enterprises afforded full opportunity and consideration when submitting proposals in response to this invitation. The City of Madison will reply on prime Consultants seeking to do business with the City to ensure that small businesses, minority-owned firms and women's enterprises afforded full opportunity and consideration to participate as a sub-consultant. The City of Madison will not discriminate against small businesses, minority-owned firms, and women's business enterprises based on the grounds of race, color, sex, creed, or national origin when reviewing proposals for award of contract.

**American with Disabilities Act**

The Consultant must comply fully with the American with Disabilities Act and indemnify and hold harmless the City of Madison from all cost, including but not limited to damages as well as attorney's fees and staff time, in any action or proceedings brought alleging a violation of the American with Disabilities Act.

The City of Madison hereby notifies all Proposers that this contract is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and therefore all applicable provisions shall apply. The City of Madison is an Equal Opportunity Employer. Proposers shall commit to and meet the nondiscrimination and equal employment requirements of Section 1-8-3, P.M.C. (Copy provided on State of Alabama Purchasing Division Website).

**10.2 PRE-PROPOSAL MEETING**

A pre-proposal meeting scheduled for all prospective Proposers at **11:00 a.m., CST, on Wednesday, August 4, 2010, at Madison Municipal Complex, 100 Hughes Road in Conference Room 130.** This meeting scheduled to provide Proposers with the opportunity to become familiar with the parameters of this Request for Proposal and to provide an opportunity to have questions answered regarding the project proposal.

**10.3 PROPRIETARY INFORMATION**

The City retains the original proposal for official files and the proposal become public record after the award of a contract unless the proposal or specified parts of the proposal shown to be exempt by law. Each Vendor may clearly label part of a proposal as "CONFIDENTIAL" if the Vendor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to label any information that released by the City shall constitute a complete waiver of all claims for damages caused by a release of the information. If a public records request for labeled information received by the City, the City will notify the Vendor of the request and delay access to the material until seven (7) working days after notification to the Vendor. Within that time delay, it will be the duty of the Vendor to act in protection of its labeled information. Failure to act shall constitute a complete waiver.



10.4 **DOCUMENTS TO BE RETURNED**

The following forms and documents must be completed and submitted on or before the Submittal Deadline:

**SEALED ENVELOPE ONE (1)**

- A. Pricing Response

**SEALED ENVELOPE TWO (2)**

- A. Executive Summary Response
- B. Statement of Qualifications Response
- C. Methodology Response
- D. Proposal Form
- E. Non-Collusion Affidavit
- F. Experience Statement
- G. Certificate of Non-Suspension or Debarment

Failure to complete, sign (where required), and return the above proposal documents with your proposal may render the Consultant's proposal non-responsive.

**SECTION 11.0**  
**RFP NO.-03-10**  
**PROPOSAL PRICING FORM**  
**(Submit in Sealed Envelope # 1)**  
**ADDENDUM No. 2**

**I WILL PROVIDE LANDSCAPE MAINTENANCE SERVICES AS FOLLOWS (PRICE INCLUDES LITTER AND TRASH MANAGEMENT FOR ALL SITES):**

**NEIGHBORHOOD PARK – AREA A**

<b>PROPERTY NAME</b>	<b>MONTHLY PRICE PER SITE</b>	<b>TOTAL ANNUAL LUMP SUM BID AREA A</b>
Brass Oak Park	\$	
Cambridge Park	\$	
Carter Park	\$	
Cedars Park	\$	
Collinwood Park	\$	
Fieldcrest Park	\$	
Governors Park	\$	
Homeplace Park	\$	
Homestead Park	\$	
Madison Point Park	\$	
Madison Trace Park	\$	
Mill Creek Park	\$	
Rainbow Mountain Park	\$	
Rickwood Park	\$	
Silver Creek Park	\$	
Stavemill Park	\$	
Stewart Park	\$	
Woodland Park	\$	
		\$

**SECTION 11.0**  
**RFP NO.-03-10**  
**PROPOSAL PRICING FORM**  
**(Submit in Sealed Envelope #1)**  
[ADDENDUM No. 2](#)

**I WILL PROVIDE LANDSCAPE MAINTENANCE SERVICES AS FOLLOWS (PRICE INCLUDES LITTER AND TRASH MANAGEMENT FOR ALL SITES):**

**NEIGHBORHOOD PARK AND GREENWAY TRAIL – AREA A**

<b>PROPERTY NAME</b>	<b>MONTHLY PRICE PER SITE</b>	<b>TOTAL ANNUAL LUMP SUM BID AREA A</b>
Ashley III Park	\$	
Ashley IV Park	\$	
Chadrick Park	\$	
Leathertree Park	\$	
Mandolin Park	\$	
Rollingwood Park	\$	
Roy Tate Park	\$	
Shelton Park	\$	
Stoneridge Park	\$	
Sweetbriar Park	\$	
Westgate Park	\$	
Windsor Park	\$	
Hardiman Place	\$	
Mill Creek Greenway	\$	
Joe Phillips Park	\$	
Bradford Creek Greenway	\$	
Abbingdon Downs Park	\$	
		\$

**SECTION 11.0**  
**RFP NO.-03-10**  
**PROPOSAL PRICING FORM**  
**(Submit in Sealed Envelope #1)**  
[ADDENDUM No. 2](#)

**I WILL PROVIDE LANDSCAPE MAINTENANCE SERVICES AS FOLLOWS (PRICE INCLUDES LITTER AND TRASH MANAGEMENT FOR ALL SITES):**

**RIGHT-OF-WAY – AREA B**

<b>PROPERTY NAME</b>	<b>MONTHLY PRICE PER SITE</b>	<b>TOTAL ANNUAL LUMP SUM BID AREA B</b>
Slaughter Road	\$	
Carter Road	\$	
Rainbow Drive	\$	
Hughes Road	\$	
Eastview Drive	\$	
Thomas Drive	\$	
Nance Road	\$	
Landers Road	\$	
Lanier Road	\$	
Will Halsey Way	\$	
Celtic Drive	\$	
Madison Boulevard	\$	
Zierdt Road	\$	
Shelton Road	\$	
Old Madison Pike	\$	
Miller Boulevard	\$	
Mahan Drive	\$	
Plaza Boulevard	\$	
		\$

**SECTION 11.0**  
**RFP NO.-03-10**  
**PROPOSAL PRICING FORM**  
**(Submit in Sealed Envelope #1)**  
[ADDENDUM No. 2](#)

**I WILL PROVIDE LANDSCAPE MAINTENANCE SERVICES AS FOLLOWS (PRICE INCLUDES LITTER AND TRASH MANAGEMENT FOR ALL SITES):**

**RIGHT-OF-WAY – AREA B**

<b>PROPERTY NAME</b>	<b>MONTHLY PRICE PER SITE</b>	<b>TOTAL ANNUAL LUMP SUM BID AREA B</b>
Wall Triana Highway	\$	
Gooch Lane	\$	
Gillespie Road	\$	
Mill Road	\$	
Moses Chapel Road	\$	
Countyline Road	\$	
Kyser Boulevard	\$	
Royal Drive	\$	
Westchester Drive	\$	
West Dublin Drive	\$	
Sturdivant Street	\$	
Maple Street	\$	
Martin Street	\$	
Cain Street	\$	
Palmer Road	\$	
Pension Row	\$	
Perry Street	\$	
Balch Road	\$	
Highway 72	\$	
Powell Road	\$	
Segars Road	\$	
		\$

**SECTION 11.0**  
**RFP NO.-03-10**  
**PROPOSAL PRICING FORM**  
**(Submit in Sealed Envelope #1)**  
[ADDENDUM No. 2](#)

**I WILL PROVIDE LANDSCAPE MAINTENANCE SERVICES AS FOLLOWS (PRICE INCLUDES LITTER AND TRASH MANAGEMENT FOR ALL SITES):**

**MEDIAN AND ISLAND – AREA C**

<b>PROPERTY NAME</b>	<b>MONTHLY PRICE PER SITE</b>	<b>TOTAL ANNUAL LUMP SUM BID AREA C</b>
Gillespie Road Extension	\$	
Burgreen Road	\$	
County Line Road	\$	
Browns Ferry Road	\$	
Pump House Road	\$	
Dock Murphy Drive – South	\$	
Dock Murphy Drive – North	\$	
Amsterdam Drive	\$	
McDermott's Way	\$	
Metaire Lane	\$	
Foothill Court	\$	
Cleghorn Boulevard	\$	
Goldenrod Lane	\$	
Roma Drive	\$	
		\$

**SECTION 11.0**  
**RFP NO.-03-10**  
**PROPOSAL PRICING FORM**  
**(Submit in Sealed Envelope #1)**  
[ADDENDUM No. 2](#)

**I WILL PROVIDE LANDSCAPE MAINTENANCE SERVICES AS FOLLOWS (PRICE INCLUDES LITTER AND TRASH MANAGEMENT FOR ALL SITES):**

**MEDIAN AND ISLAND – AREA C**

<b>PROPERTY NAME</b>	<b>MONTHLY PRICE PER SITE</b>	<b>TOTAL ANNUAL LUMP SUM BID AREA C</b>
Village Green	\$	
Hughes Road Median	\$	
Harper Hop Island	\$	
Bishop Circle	\$	
Liberty Drive	\$	
Hiddenvally Way	\$	
City Field	\$	
Old Land Field	\$	
Red Oak Place	\$	
		\$

**SECTION 11.0**  
**RFP NO.-03-10**  
**PROPOSAL PRICING FORM**  
 (Submit in Sealed Envelope #1)  
[ADDENDUM No. 2](#)

**I WILL PROVIDE LANDSCAPE MAINTENANCE SERVICES AS FOLLOWS (PRICE INCLUDES LITTER AND TRASH MANAGEMENT FOR ALL SITES):**

**MUNICIPAL BUILDING – AREA D**

<b>PROPERTY NAME</b>	<b>MONTHLY PRICE PER SITE</b>	<b>TOTAL ANNUAL LUMP SUM BID AREA D</b>
City Hall	\$	
Madison Public Library	\$	
Fire Station #1	\$	
Fire Station #3	\$	
Senior Center	\$	
Public Works Facility	\$	
		\$



**SECTION 11.0**  
**RFP NO.-03-10**  
**PROPOSAL PRICING FORM**  
**(Submit in Sealed Envelope #1)**  
[ADDENDUM No. 2](#)

**I WILL PROVIDE LANDSCAPE MAINTENANCE SERVICES AS FOLLOWS (PRICE INCLUDES LITTER AND TRASH MANAGEMENT FOR ALL SITES):**

**CEMETERY – AREA E**

PROPERTY NAME	MONTHLY PRICE PER SITE	TOTAL ANNUAL LUMP SUM BID AREA E
Madison Cemetery – A	\$	
Madison Cemetery – B	\$	
Madison Memory Garden Cemetery	\$	
		\$

**SECTION 11.0**  
**RFP NO.-03-10**  
**PROPOSAL PRICING FORM**  
**(Submit in Sealed Envelope #1)**  
**[ADDENDUM No. 2](#)**

---

Company Name of Proposer

---

Mailing Address (PO Box or Street)

---

City, State, and Zip Code

---

Name of Authorized Representative

---

Signature (Authorized Representative)

---

Title (Authorized Representative)

---

Type of Business (Corporation, Partnership, Sole Proprietorship)

---

Telephone Number

---

Facsimile Number

---

Email Address

**SECTION 12.0**  
**RFP NO.-03-10**  
**PROPOSAL FORM**  
**(Submit in Sealed Envelope #2)**  
**[ADDENDUM No. 2](#)**

**To:** City of Madison  
100 Hughes Road  
Madison, Alabama 35758

**From:** \_\_\_\_\_  
Name of Proposer (Print or Type)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip

**VENDOR'S PROPOSAL**

The undersigned Vendor agrees that he or she will contract with the City of Madison to provide all necessary work/services as specified in the contract in the manner and time therein prescribed, and that he or she will be take in full payment the amount set forth hereon.

RFP No.-03-10 Landscaping Services for City of Madison, Alabama, in its entirety, all Addenda, and the following documents by this reference hereby made a part of this contract:

- Request for Proposals - Notice
- Scope of Work/Services
- General Instructions
- Response Instructions for Proposers
  - Executive Summary Response
  - Statement of Qualifications Response
  - Methodology Response
  - Proposal Pricing Response (Separate Sealed Envelope)
- Terms and Conditions
- Evaluation Procedures
- Contract Terms and Conditions
- Insurance Requirement
- Special Notice to Proposers
- Addenda, if applicable

Proposer acknowledges receipt of addenda \_\_\_\_\_

**SECTION 13.0**  
**NON-COLLUSION BIDDING AFFIDAVIT**  
**RFP NO.-03-10**  
**(Submit in Sealed Envelope #2)**  
**ADDENDUM No. 2**

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal arrived at independently without collusion, consultation, communication, or agreement for restricting competition as to any matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the Proposer has not knowingly disclosed prices quoted in this proposal prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. The Proposer made no attempt and will not make attempt to induce any other person, partnership, corporation to submit or not to submit a proposal for restricting competition.
4. I certify that neither any representative of the Proposer nor I, to my knowledge is a party to, or has participated in, any agreement or collusion in restraint of freedom of competition with respect to the project bid herein.

(Please sign in BLUE ink)

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

I, \_\_\_\_\_ the person who subscribed the above affidavit, do affirm under the penalties of perjury that the statements hereinabove set forth are true in every respect. If I am not the Proposer, I was at the time of said subscription the agent, officer, or employee of the Proposer authorized to execute said affidavit in the name of the Proposer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_)  
CITY OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SECTION 14.0  
EXPERIENCE STATEMENT  
RFP NO.-03-10  
(Submit in Sealed Envelope #2)**

**ADDENDUM No. 2**

**List at least five (5) references for services of a similar nature performed within the last five (5) years.**

I hereby certify that I have performed the work listed below:

(Please sign in BLUE ink)

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature and Title (authorized representative)

(a) Owner Name	(b) Owner Project Manager Name and Phone Number	(c) Project Name	(d) Completion Date
1.			
2.			
3.			
4.			
5.			

**SECTION 15.0**  
**CERTIFICATE OF NON-SUSPENSION OR DEBARMENT**  
**RFP No.-03-10**  
**(Submit in Sealed Envelope #2)**  
**ADDENDUM No. 2**

1. All persons or firms, including subcontractors, must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. have not, with the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - d. have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state or local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide the information to City of Madison Finance Department.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

(Please sign in BLUE ink)

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

I, \_\_\_\_\_ the person who subscribed the above affidavit, do affirm under the penalties of perjury that the statements hereinabove set forth are true in every respect. If I am not the Proposer, I was at the time of said subscription the agent, officer, or employee of the Proposer authorized to execute said affidavit in the name of the Proposer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_)

CITY OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SECTION 16.0**  
**“NO BID” RESPONSE FORM**  
(Return of this form indicates a “No BID” Response)  
**RFP NO.-03-10**  
**[ADDENDUM No. 2](#)**

<b>Date:</b>		
<b>BID Number:</b>		
<b>BID Name:</b>		
<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City, State, ZIP</b>		
<b>Contact Name:</b>		
<b>Telephone Number:</b>		
<b>Fax Number:</b>		
<b>Reason for “No BID” Response:</b>		
<b>Would you like to remain on our active list?</b>	<b>Yes</b>	<b>No</b>
<b>Signature:</b>	<b>Date:</b>	

**SECTION 17.0**  
**CONTRACT AGREEMENT**  
**ADDENDUM No. 2**

**SAMPLE CONTRACT**

**STATE OF ALABAMA     )**  
**MADISON COUNTY       )**  
**CITY OF MADISON       )**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between \_\_\_\_\_ hereinafter called the Contractor and the City of  
Madison, Alabama, a Municipal Corporation, hereinafter called the City.

**W-I-T-N-E-S-S-E-T-H**

In consideration of the amounts herein named and of the mutual agreements and provisions herein contained, the Contractor and the City agree in regard to work known as **RFP No. 03-10 Landscaping Services**.

The Contractor shall perform all the work in a manner and form required to construct the work described in and shown on the Contractor's Bid.

17.1 Contract Price: The City will pay and the Contractor will accept in full consideration for the performance of the work subject to additions and deductions as provided in the contract and herein, a sum of not to exceed \$\_\_\_\_\_ being the amount of the Contractor's Bid as awarded by the City.

17.2 Payment: The Contractor shall be paid for actual work performed.

17.3 City Representative: The Contractor shall direct all inquires, communication and changes related to this contract to the designated City Representative. The Contractor shall only act in response to communication provided by the City's designated representative(s). Work or services performed in addition to the scope of work or services as detailed in the specifications and/or bid documents without written approval as provided by the City Representative shall be at the expense of the Contractor. Work, services or contract modifications performed at the request of anyone other than the designated City Representative shall be at the Contractor's risk and may not be reimbursed by the City. The City's designated representatives for this contract are Boyde Allison, Operations Manager-Recreation Department and Clay Baker, Assistant Director of Public Works.

17.4 Job Site Responsibilities: The Contractor shall, and will, in a good workmanlike manner, do and perform all work and furnish all supplies, materials, machinery, equipment, utilities, facilities and mean, except as otherwise expressly specified herein, necessary or proper and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and stated in the bid. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the appliances, and method, and for the damage which may result from their failure or their improper construction, maintenance or operation.



The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations to the contract and bid, and shall do, carry on, and complete the entire work to the satisfaction of the City.

- 17.5 Contractor's Licenses and Permits: The Contractor shall hold a current valid contractor's license issued by the City of Madison. It is the responsibility of the Contractor to obtain all licenses and permits required by the City.
- 17.6 Worker's Compensation Insurance. The Contractor shall take out and maintain during the term or any extensions of this Contract Worker's Compensation Insurance as required by Alabama law for all of its employees employed at the site of the project or off site related to the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the
- 17.7 Contractor. In case any class of employees engaged in any work under this Contract at the site of project is not protected under the Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.
- 17.8 Inspection: The City's representative shall conduct inspections of the work performed by the Contractor. The City's representative shall notify the Contractor of all apparent and/or visible instances where the work fails to comply with the specifications and contract documents, as well as any defects he or she may discover. The Contractor shall immediately make such alterations as are necessary to make the work comply with the RFP.
- 17.9 Cancellation: This contract may be cancelled by either party upon a thirty (30) day written notice of the intent.

**IN TESTIMONY WHEREOF**, the said Contractor has hereto affixed its signature and said City of Madison has caused these presents to be executed by \_\_\_\_\_, Mayor of the City of Madison, Alabama, and attested by \_\_\_\_\_ City Clerk-Treasurer, on the day and year first above written.

**CONTRACTOR:**

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

It's: \_\_\_\_\_

**CITY OF MADISON, ALABAMA**

BY: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk-Treasurer

# THE CITY OF MADISON, ALABAMA

DATE:

CHANGE  
ORDER  
REQUEST

ARCHITECT/ENGINEER:

CONTRACTOR:

THE CITY OF MADISON

PROJECT:

CHANGE ORDER REQUEST NUMBER:

1. DESCRIPTION OF CHANGE:

2. CHANGE ORDER COSTS:

Proposal Attached

Cost Estimated/Proposal Required

ITEM	QUANTITY	MATERIAL UNIT PRICE	LABOR (Hours)	LABOR UNIT PRICE	SUBTOTAL COST
a.					
b.					
c.					
d.					
e.					
f.					

\*(If more than 6 items, provide attachment.)

TOTAL:

3. INSTITUTED BY:

4. JUSTIFICATION OF NEED:

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- \_\_\_\_\_ Minor change of a total monetary value less than required for competitive bidding.
- \_\_\_\_\_ Changes for matters relatively minor and incidental to the original Contract necessitated by unforeseeable circumstances arising during the course of work.
- \_\_\_\_\_ Emergencies arising during the course of work.
- \_\_\_\_\_ Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- \_\_\_\_\_ Change of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

7. EXTENSION OF TIME REQUESTED: Calendar Days: \_\_\_\_\_

**(Please sign in BLUE ink)**

**REQUESTED:**

BY: \_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Consulting Architect/Engineer

**APPROVED: CITY OF MADISON**

BY: \_\_\_\_\_  
Project Manager

BY: \_\_\_\_\_

**REVIEWED:**

BY: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## THE CITY OF MADISON, ALABAMA

**CONTRACT CHANGE ORDER**

**CHANGE ORDER NO.** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

**TO:** \_\_\_\_\_

**TERMS:** You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to FURNISH the necessary labor, materials, and equipment to:

---

(Description of work to be done or changes to be made)

**TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE**

(Note: Numbers in parentheses are deductions.)

**ORIGINAL CONTRACT PRICE:** \$ \_\_\_\_\_

**For this Change** \$ \_\_\_\_\_

**Net total of previous Change Orders:** \$ \_\_\_\_\_

**Previous revised Contract Price:** \$ \_\_\_\_\_

**Revised Contract Price this date:** \$ \_\_\_\_\_

Extension of time resulting from this Change Order \_\_\_\_\_ (indicated number of calendar days).

The amount of this Change Order will be the responsibility of \_\_\_\_\_.

This Contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and City hereby agree to the terms of this Change Order as contained herein.

(Please sign in BLUE ink)

CONSENT OF SURETY

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

CONTRACTING PARTIES

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
Mayor, City of Madison, Alabama

RECOMMENDED:

By: \_\_\_\_\_  
(Design Architect/Engineer)

By: \_\_\_\_\_  
Project Manager

**ORDINANCE NO. 2008-289**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO NOISE CONTROL; SPECIFYING THAT CERTAIN TYPES LEVELS OF NOISE ARE NOT PERMITTED DURING CERTAIN DAYS AND HOURS; PROVIDING AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON AS FOLLOWS:

Section 1. Section 12-5 of the Madison Code of Ordinances is hereby repealed, and in lieu and substitution thereof is adopted the following Section 12-5, with subsections.

**Sec. 12-5. Noise—Prohibitions.**

- (a) It shall be unlawful for any person to make, continue, or cause to be made or continued any noise of such character, intensity, volume or duration so as to disturb, frighten, or injure the comfort, peace, safety, health, or life of persons within the city. The following acts, among others, are declared to be nuisance noises in violation of this Code, but such enumeration shall not be deemed to be exclusive:
- (1) *Horns, signaling devices, etc.* The unnecessary or excessive sounding of any horn or signaling device on any automobile, bus, truck, motorcycle or other vehicle on any street, public place or on private property within the city, except as a signal of warning or danger; the sounding of any such device for an unnecessary or unreasonable length of time; the production by means of any such device of any unreasonably loud or harsh sound.
  - (2) *Radios, phonographs, tape players, musical instruments, etc.* The playing of any radio, phonograph, tape player, musical instrument, amplifier, loudspeakers or other device used for the production or reproduction of sound in such a manner or with such volume as to disturb the peace, quiet or comfort of any neighboring inhabitants.
  - (3) *Animals or birds.* The keeping of any bird or animal, especially a dog, which, by causing frequent or continued noise shall disturb the peace, quiet or comfort of any neighboring inhabitants.
  - (4) *Whistles, etc.* The blowing of any locomotive whistle or whistle attached to any stationary boiler, or any gong or bell attached to any building, except as a signal of warning or danger or to give notice of time to begin or stop work or upon the request of proper authorities.
  - (5) *Devices operated by compressed air.* The use of any mechanical device operated by compressed air, unless the noise created thereby is effectively muffled or reduced.
  - (6) *Exhaust.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle, motorboat or aircraft except through a muffler or other device which will effectively prevent loud or explosive noises therefrom. If any such steam engine, internal combustion engine, motor vehicle, motorboat or aircraft is equipped with a nondefective muffler or noise suppression device as originally installed or specified by the manufacturer, the discharge of exhaust shall be presumed not to violate this section.

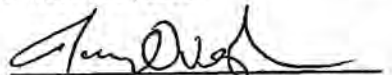
- (7) *Defective vehicles or loads.* The use of any motor vehicle so out of repair or loaded in such a manner as to create loud or unnecessary grating, grinding, rattling or other noise.
- (8) *Loading or unloading, etc.* The creation of a loud and excessive noise in connection with the loading, unloading or unpacking of any vehicle or the opening and destruction of bales, boxes, crates and containers, where such noise is a nuisance to nearby residences.
- (9) *Noises near schools, libraries or hospitals.* The creation of any excessive noise on any street or property adjacent to any school, institution of learning or library, while in use, or any hospital or sanitarium providing there are conspicuous signs indicating the location of the school, library or hospital.
- (10) *Peddling, flea markets.* The shouting and crying of peddlers and vendors or the creation of excessive noise at a flea market which disturbs the peace, quiet and comfort of the neighborhood.
- (11) *Participation in noisy parties or gatherings.* The congregation of persons at and participation in any party or gathering from which noise emanates of a sufficient volume or of such nature so as to disturb the peace, quiet and comfort of any neighboring inhabitants. A police officer may, if such officer deems it appropriate, order all persons present other than the owners or tenants of the property from which the noise emanates to immediately disperse, and may, after issuance of a warrant, arrest any persons present who refuse to disperse.
- (12) *Discharge of firearms.* Subject to the provisions of this section, it shall be unlawful for any person to fire, discharge or shoot within the city any gun, rifle, shotgun, pistol or other similar firearms on or within 500 feet of a residence, business or other inhabited building or private or public property not the property of the person, except as shooting galleries or ranges legally established, in the discharge of duty by law enforcement officers, pursuant to lawful direction of law enforcement officers, or in lawful defense of person or property from felonious attack. A person may discharge firearms on such person's own property within 500 feet of a residence, business or other private or public property not such person's property where it is essential for the purpose of disposing of or destroying certain destructive animals, fowl, birds, reptiles or insects that are a menace to public health and have become a nuisance upon the person's premises.
- (13) *Sound amplification system.* The operation of any radio, tape player, compact disc player, loudspeaker or other electronic device used for the amplification of sound such that the audible sound therefrom is discernible by the human ear at or within the property boundary of any adjoining or nearby residential premises between the hours of 10:00 p.m. and 7:00 a.m.
- (14) *Construction noise.* Noise extending beyond the property line that is generated by any construction-related activity, except between the hours of 7:00 a.m. and 9:00 p.m. on weekdays (including Saturdays), and between 10:00 a.m. and 7:00 p.m. on Sunday and the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas. Provided, however, that operation of construction equipment at any hour is permitted as long as it does not produce noise beyond the property line that exceeds the maximum sound levels specified in section 12-6, Madison Code of Ordinances, and further provided that all equipment used is equipped with a properly installed muffler in good working order.



- (15) *Noise from street sweepers, service vehicles, delivery trucks and similar.* The operation on commercial property of any dumpster-moving equipment, street sweepers, delivery trucks or similar equipment that is audible in a residential district shall not be allowed during the following hours: 10 p.m. until 7 a.m. on weekdays, including Saturday, and 7 p.m. to 10 a.m. on Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- (b) This section shall not apply to organized or community events held for historic or charitable purposes, or entertainment events held on private property.
- (c) The following uses and activities shall be exempt from noise level regulations:
- (1) Noises of safety signals, warning devices and emergency pressure relief valves.
  - (2) Noises resulting from any authorized emergency vehicle, when responding to an emergency call or acting in the time of an emergency.
  - (3) Any other noise resulting from activities of temporary duration permitted by law and for which a license or permit has been granted by the city in accordance with its ordinances and laws, except as specifically enumerated in subsection (a) above.

Section 2. Effective Date. This Ordinance shall become effective upon adoption and publication as required by law.

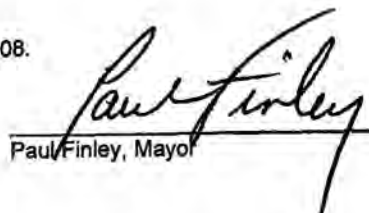
READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, on this the 24th day of November, 2008.

  
Tommy Overcash President and  
Presiding Officer of the City Council of  
the City of Madison

ATTEST:

  
Melanie A. Willard, CMC  
City Clerk - Treasurer

APPROVED this 24th day of November, 2008.

  
Paul Finley, Mayor

# CITY OF MADISON

Finance Department

## PRE-PROPOSAL CONFERENCE

Attendance Register

**Bid Name:** Landscaping Services

**Bid No.** RFP No.-03-10

**Pre-Bid:** Tuesday, July 6, 2010 @ ~~10:00~~ <sup>11:00am</sup> am., Conference Room 130

	<u>Company Name</u>	<u>Telephone No.</u>	<u>Fax No.</u>
	(or Local Department Name)		
1. <u>ANDRE L. HARRIS</u>	<u>ALL THINGS GREEN</u>	<u>256-651-9738</u>	<u>harrisatg@yahoo.com</u>
2. <u>Clay Baker</u>	<u>Public Works</u>	<u>256-772-0000</u>	<u>256-772-7528</u>
3. <u>MATT SPIKINGS</u>	<u>OWENS LANDSCAPE</u>	<u>205-991-3981</u>	<u>205-991-0076</u>
4. <u>Hildred Burwell</u> (mailed)	<u>H. Burwell Land Care</u>	<u>256-679-1024</u>	
5. <u>Dorinda Murphy</u>	<u>Murphy Landscape</u>	<u>256-653-4622</u>	
6. <u>Maury Orr</u>	<u>QUALITY WEED WHACKERS</u>	<u>256-227-6060</u>	
7. <u>Paul Nthly</u>	<u>Nthly Lawn</u>	<u>256-977-167</u>	
8. <u>Terrell Suggs</u>	<u>S2 Lawn Services, LLC</u>	<u>256-566-3088</u>	
9. <u>Jimmy Briley</u>	<u>Bailey Landscaping</u>	<u>256-874-3589</u>	
10. <u>Shad W. Craft</u>	<u>CRAFTS LANDSCAPES, LLC</u>	<u>256-998-0274</u>	<u>256-233-7331</u>
11. <u>Chris Coleman</u> <u>coleman.land@mchsi.com</u>	<u>Coleman Landscaping &amp; Lawn Care Inc.</u>	<u>256-880-7850</u>	<u>256-536-6982</u>
12. <u>Mike Cassell</u>	<u>City</u>	<u>772 9300</u>	<u>772 9399</u>
13. <u>Jeremy R. Bound</u>	<u>Parker's Florist/Lawn Care</u>	<u>256-221-6888</u>	
14. <u>Ken Dent</u>	<u>North AL Lawn</u>	<u>256-539-9750</u>	<u>536-7191</u>
15. <u>Darryl Amberson</u>	<u>Alabama Lawn Masters</u>	<u>256-536-2116</u>	<u>536-2320</u>

### Questions/Comments:

Dorinda Murphy - Murphy Landscape  
29174 Tribble Rd Madison AL, 35756



# CITY OF MADISON

Finance Department

## PRE-PROPOSAL CONFERENCE

Attendance Register

**Bid Name:** Landscaping Services

**Bid No.** RFP No.-03-10

**Pre-Bid:** Tuesday, July 6, 2010 @ 10:30 a.m., Conference Room 130

	<sup>11:00 am</sup> <u>Company Name</u>	<u>Telephone No.</u>	<u>Fax No.</u>
1. <u>Melanie A. Williard</u>	(or Local Department Name) <u>City Clerk</u>	<u>772-5650</u>	<u>772-5648</u>
2. <u>COOY PHILLIPS</u>	<u>DIRECTOR BUILDING DEPT</u>	<u>772-6531</u>	<u>772-5601</u>
3. <u>Lillie Causey</u>	<u>Finance</u>	<u>256-772-5665</u>	<u>256-772-5649</u>
4. <u>Bill Sipes</u>	<u>Harvest Mountain</u>	<u>256-682-7976</u>	
5. <u>Laurel Rossmeier</u>	<u>Finance</u>	<u>772-5636</u>	
6. <u>Marilyn I. Story</u>	<u>Finance</u>	<u>772-5667</u>	<u>772-5649</u>
7. <u>Darrel Anderson</u>	<u>Alabama Law Master</u>	<u>ALLAW@AOL.COM</u> <u>536-2116</u>	<u>536-2320</u>
8. <u>QUALITY WEED WHACKERS @</u>	<u>AMAIL.COM</u>	<u>- MAURY OER</u>	
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Questions/Comments: